

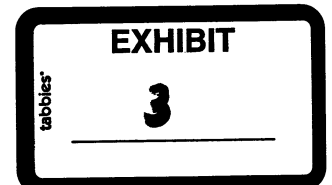
IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

STATE OF OKLAHOMA,)	
)	
Plaintiff,)	
)	
v.)	Case No. 05-CV-00329-GKF-SAJ
)	
TYSON FOODS, INC., et al.,)	
)	
Defendants.)	

AFFIDAVIT OF DONALD M. BINGHAM

I, Donald M. Bingham, being duly sworn, state as follows:

1. I am an attorney at and director of the law firm Riggs, Abney, Neal, Turpen, Orbison & Lewis, P.C., located at 502 West Sixth Street, Tulsa, Oklahoma 74119.
2. I was admitted to the Oklahoma Bar in 1977, and am in good standing.
3. I am also admitted to practice before the United States District Court for the Northern District of Oklahoma.
4. I am AV peer review rated by Martindale-Hubbell, reflecting a very high to preeminent legal ability rating and a very high general ethical standards rating.
5. My firm, Riggs, Abney, Neal, Turpen, Orbison & Lewis, P.C., has been retained as counsel to represent the State of Oklahoma in connection with this action.
6. I am knowledgeable about facts pertaining to Mr. Kerry Kinyon's contacts with the State's counsel.
7. Following Mr. Kinyon's late February 2007 contact with the State's counsel, Mr. M. David Riggs of my firm approached me to ask if I would be willing to serve as the contact person with Mr. Kinyon.
8. I agreed to do so.



9. Prior to Mr. Riggs' request I had done little, if any, work on this case, and aside from serving as the contact person with Mr. Kinyon, I have had no significant involvement in this case.

10. Careful steps have been taken to ensure that my contacts with Mr. Kinyon have complied with the Oklahoma Rules of Professional Conduct and that no privileged information would inadvertently be disclosed to the State's counsel prosecuting this case.

11. First, on or about March 12, 2007, I sent an e-mail to Mr. Kinyon (a) informing him of the identity of the party my firm represented in this lawsuit, and that the State's interests were adverse to Defendant Peterson Farms, Inc., (b) confirming that he was not currently employed by Defendant Peterson Farms, Inc., and had no continuing relationship with Peterson Farms, Inc., (c) confirming that he was not represented by counsel, and (d) confirming that he was not subject to any confidentiality agreements or other restrictions pertaining to his employment or separation from Defendant Peterson Farms, Inc. In connection with this e-mail, I made clear to Mr. Kinyon that he should not disclose any attorney-client communications. At no time has the State's counsel had any intention of eliciting or inquiring into any privileged information Mr. Kinyon might have, and I cautioned Mr. Kinyon not to reveal any privileged information.

12. Second, as an additional precaution, the State's counsel have walled me off from the work of the State's counsel in the case. Further, they have set up a process whereby any substantive information received by me would first be reviewed by retired Oklahoma Supreme Court Justice Daniel J. Boudreau to re-confirm that no privileged information might inadvertently pass to the State's counsel.

13. I have had approximately 10 e-mail exchanges with Mr. Kinyon, and several telephone calls with Mr. Kinyon.

14. My last communication with Mr. Kinyon was in late May 2007.

15. To the best of my knowledge, other than the initial responses to Mr. Kinyon's February e-mails and letter, none of the State's counsel in this matter besides me has engaged in written communications with Mr. Kinyon following his late February e-mail contact.

16. To the best of my knowledge, other than me, none of the State's counsel in this matter has engaged in oral communications with Mr. Kinyon following his late February e-mail contact.

17. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have met in person with Mr. Kinyon following his late February e-mail contact.

18. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have received any documents from Mr. Kinyon following his late February e-mail contact.

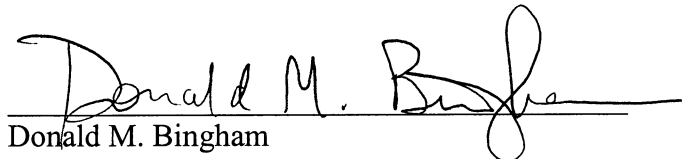
19. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have paid or offered to pay Mr. Kinyon for any privileged information.

20. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have paid or offered to pay Mr. Kinyon for any other information.

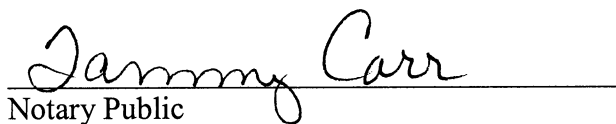
21. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have received any privileged information from Mr. Kinyon.

22. Neither I nor, to the best of my knowledge, any of the State's other counsel in this matter have inquired of privileged matters with Mr. Kinyon.

23. To the best of my knowledge, at all times in connection with this matter, counsel for the State have conducted themselves in accordance with the Oklahoma Rules of Professional Conduct.


Donald M. Bingham

SUBSCRIBED AND SWORN before me, the undersigned Notary Public in and for the County of Tulsa, State of Oklahoma, this 26th day of October, 2007.


Notary Public

My commission expires:

April 7, 2011.